



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Schaller, et al.

Serial No.: 10/653,027

Filing Date: August 28, 2003

Title: TISSUE CONNECTOR APPARATUS
AND METHODS

Examiner: Unassigned

Group Art Unit: 3731

CERTIFICATE UNDER 37 CFR § 3.73(b)

Coalescent Surgical, Inc., a Delaware corporation certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application identified above. A copy of the assignment is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:

1. From: Laurent Schaller, Barry Gardiner, Art Hill, John Nguyen, Liem Ho, and Isidro Matias Gandionco To: Elective Vascular Interventions, Inc. The document was recorded in the Patent and Trademark Office at Reel 9943, Frame 0977, or for which a copy thereof is attached.
2. From: Elective Vascular Interventions, Inc. To: Coalescent Surgical, Inc. The document was recorded in the Patent and Trademark Office at Reel 010629, Frame 0163, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

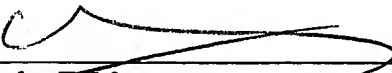
☒ Copies of the assignment(s) and/or other document(s) in the chain of title are attached.

The undersigned has reviewed all of the documents in the chain of title of the patent application identified above and, to the best of the undersigned's knowledge and belief, title is in the assignee identified above.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United State Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

COALESCENT SURGICAL, INC.

Date: 3/11/04

By: 
Charles T. Maroney
President and CEO

COPY

ney Docket No.: 388402000600

ASSIGNMENT
JOINT

4053 FORESTWOOD DR
SAN JOSE, CA 95121

THIS ASSIGNMENT, by Laurent SCHALLER, Barry GARDINER, Art HILL, John NGUYEN, Liem HO and Isidro Matias GANDIONCO (hereinafter referred to as the assignors), residing at 595 Benvenue Avenue, Los Altos, CA 94024; 13 Charles Hill Road, Orinda, CA 94563; 2000 Broadway, #512, San Francisco, CA 94115; 1794 Locksley Park Drive, San Jose, CA 95132; 2235 California Street, No. 158, Mountain View, CA 94040; and 36520 Alder Court, Fremont, CA 94536, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in TISSUE CONNECTOR APPARATUS AND METHODS, set forth in an application for Letters Patent of the United States, having Attorney Docket No. 388402000600; and

WHEREAS, Elective Vascular Interventions, Inc., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 2500 Faber Place, Palo Alto, CA 94303 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

2-18-99
Date

Laurent SCHALLER

Date

Barry GARDINER

Date

Art HILL

Date

John NGUYEN

Date

Liem HO

Date

Isidro Matias GANDIONCO

Pat. Docket No.: 388402000600

ASSIGNMENT JOINT

COPY

THIS ASSIGNMENT, by Laurent SCHALLER, Barry GARDINER, Art HILL, John NGUYEN, Liem HO and Isidro Matias GANDIONCO (hereinafter referred to as the assignors), residing at 595 Benvenue Avenue, Los Altos, CA 94024; 13 Charles Hill Road, Orinda, CA 94563; 2000 Broadway, #512, San Francisco, CA 94115; 1794 Locksley Park Drive, San Jose, CA 95132; 2235 California Street, No. 158, Mountain View, CA 94040; and 36520 Alder Court, Fremont, CA 94536, respectively, witnesseth:

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AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

2-18-99
Date

Laurent SCHALLER

Date

Barry GARDINER

2/20/99
Date

Art HILL

2/22/99
Date

John NGUYEN

2-18-99
Date

Liem HO

2-18-99
Date

Isidro Matias GANDIONCO

Attorney Docket No.: 388402000600

ASSIGNMENT JOINT

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AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

2-18-99
Date

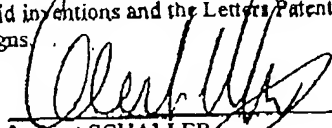
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Date

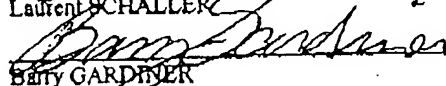
Date

Date

Date

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Date


Laurent SCHALLER


Barry GARDINER

Art HILL

John NGUYEN

Liem HO


Isidro Matias GANDIONCO

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "ELECTIVE VASCULAR INTERVENTIONS, INC.", CHANGING ITS NAME FROM "ELECTIVE VASCULAR INTERVENTIONS, INC." TO "COALESCENT SURGICAL, INC.", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF FEBRUARY, A.D. 1999, AT 4:30 O'CLOCK P.M.



Edward J. Freel, Secretary of State

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991139601

AUTHENTICATION: 9683735

DATE: 04-13-99

FEB-28-88 FRI 07:50 PM NOR PH# 734-1450

FAX NO. 3027341478

P.02

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
ELECTIVE VASCULAR INTERVENTIONS, INC.,
a Delaware corporation**

Elective Vascular Interventions, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (this "Corporation"), DOES HEREBY CERTIFY:

1. That the Board of Directors of this Corporation, acting pursuant to the authority of Section 141(f) of the General Corporation Law of the State of Delaware, adopted a resolution setting forth a proposed amendment of the Certificate of Incorporation of this Corporation. The resolution setting forth the proposed amendment is as follows:

"NOW, THEREFORE, BE IT RESOLVED, that the Certificate of Incorporation of this Corporation be amended by changing Article I thereof so that, as amended, Article I shall read in its entirety as follows:

1. The name of this corporation is Coulepoint Surgical, Inc."

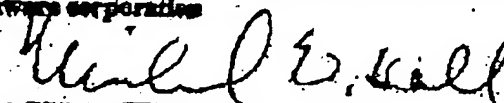
2. That in lieu of a meeting and vote of stockholders, a majority of the stockholders of this Corporation entitled to vote have given written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

3. That the above amendment was duly adopted in accordance with the applicable provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Amendment to be duly executed as of the 28th day of February, 1999.

**ELECTIVE VASCULAR INTERVENTIONS, INC.,
a Delaware corporation**

By:



Michael W. Hall
Secretary

CO. DOCKPORT, N.Y.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 02/26/1999
991076902 - 2777399



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Schaller, et al.

Serial No.: 10/653,027

Filing Date: August 28, 2003

Title: TISSUE CONNECTOR APPARATUS
AND METHODS

Examiner: Unassigned

Group Art Unit: 3731

**PROSECUTION BY ASSIGNEE AND POWER OF ATTORNEY
UNDER 37 C.F.R. § 3.71**

Commissioner for Patents
Alexandria, VA 22313

Dear Sir:

Coalescent Surgical, Inc., the assignee of the entire right, title and interest in this patent application, under 37 C.F.R. § 3.71 hereby appoints:

Harry J. Macey (Reg. No. 32,818) as our attorney to prosecute the application identified above, and to transact all matters in the U.S. Patent and Trademark Office connected therewith, said appointment being to the exclusion of the inventors and their attorneys in accordance with the provisions of 37 C.F.R. § 3.71.

Please direct all written communication relative to this application to:

Harry J. Macey
LAW OFFICE OF HARRY J. MACEY
1301 Shoreway Road, Suite 121
Belmont, CA 94002-4106

Please direct all telephone communications to Harry J. Macey at (650) 654-9555 and all facsimile communications to (650) 654-9554.

We are the applicant of record of the entire interest. A Certificate under 37 C.F.R.
3.73(b) is enclosed.

COALESCENT SURGICAL, INC.

Date: 3/11/04

By: 
Charles T. Maroney
President and CEO